

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**loanDepot.com, LLC,**

Plaintiff,

v.

**STEVE SCHNEIDER, CINDY SMOLIN,  
SAMANTHA SIEGEL, FERNANDA  
BASKE, BOB BOWMAN, and CROSS  
COUNTRY MORTGAGE, LLC,**

Defendants.

No. 22-cv-1874

Judge Edmond E. Chang

Magistrate Judge Sheila M. Finnegan

**DEFENDANT CROSSCOUNTRY MORTGAGE’S MOTION TO DISMISS COUNT VI**

Defendant CrossCountry Mortgage, LLC (“CrossCountry”) hereby moves to dismiss with prejudice Count VI of the Verified Complaint filed by plaintiff loanDepot.com, LLC (“loanDepot”), pursuant to Federal Rule 12(b)(6), for failure to state a claim upon which relief can be granted. The legal grounds supporting the dismissal of loanDepot’s Count VI are the same as those set forth in the Motion to Dismiss Count III filed by defendants Bob Bowman, Fernanda Baske, and Steve Schneider (ECF No. 41) and the Motion to Dismiss Count III filed by defendants Cindy Smolin and Samantha Siegel (ECF No. 42), and CrossCountry therefore joins and incorporates herein the arguments of those Motions.

**ARGUMENT**

Count VI asserts against CrossCountry a claim for tortious interference with contract. (Compl. ¶¶ 183-188.) In that claim, loanDepot asserts that CrossCountry induced Mr. Bowman, Ms. Baske, Mr. Schneider, Ms. Smolin, and Ms. Siegel (collectively, the “Individual Defendants”) to violate their employment contracts with loanDepot, and more specifically their

restrictive covenants. (*Id.* ¶ 186.) Those same alleged breaches form the basis of Count III of the Verified Complaint, which loanDepot has asserted directly against the Individual Defendants for breach of their employment contracts. (*See id.* ¶¶ 163-171.) In other words, loanDepot’s Count VI against CrossCountry is predicated on the same alleged contract breaches that underlie loanDepot’s Count III against the Individual Defendants. (*Compare id.* ¶ 169, *with, id.* ¶ 184.)

The Motions to Dismiss Count III filed by the Individual Defendants (ECF Nos. 41 & 42) set forth in detail the reasons that the Verified Complaint fails to properly allege any contract breaches by the Individual Defendants. Rather than repeat those arguments here, CrossCountry relies on and incorporates those Motions herein.

Because the Verified Complaint does not—and cannot—allege any breach of a valid contract by the Individual Defendants under Count III, it likewise fails to state a claim against CrossCountry for tortious interference with contract under Count VI. *See George A. Fuller Co. v. Chicago College of Osteopathic Medicine*, 719 F.2d 1326, 1331 (7th Cir. 1983) (holding that under Illinois law, an “essential element[] of a cause of action for tortious interference with contract [is] a valid contract . . . ,” and “liability for tortious interference may only be premised on acts immediately directed at a third party which cause that party to breach its contract with the plaintiff”). Accordingly, Count VI should also be dismissed with prejudice.

### **CONCLUSION**

For the foregoing reasons, CrossCountry respectfully asks this Court to dismiss with prejudice Count VI of loanDepot’s Verified Complaint.

Dated: June 30, 2022

Respectfully submitted,

/s/ Brent D. Knight

Brent D. Knight

JONES DAY

110 N. Wacker Drive

Suite 4800

Chicago, Illinois 60606

Telephone: (312) 782-3939

Facsimile: (312) 782-8585

[bdknight@jonesday.com](mailto:bdknight@jonesday.com)

Michael A. Platt (*admitted pro hac vice*)

JONES DAY

NorthPoint

901 Lakeside Avenue

Cleveland, Ohio 44114

Telephone: (216) 586-7221

Facsimile: (216) 579-0212

[maplatt@jonesday.com](mailto:maplatt@jonesday.com)

*Attorneys for Defendant*

*CrossCountry Mortgage, LLC*

**CERTIFICATE OF SERVICE**

The foregoing document was served on counsel of record by undersigned counsel on June 30, 2022 by electronic mail through the Court's CM/ECF system.

/s/ Brent D. Knight

Brent D. Knight